

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, dissemination report, copy of political propaganda or other document or information filed with the Attorney General under this act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of such documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. Finally, the Attorney General transmits an annual report to the Congress on the Administration of the Act which lists the names of all agents and the nature, sources and content of the political propaganda disseminated or distributed by them. This report is available to the public.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

*Furnish this exhibit for EACH foreign principal listed in an initial statement
and for EACH additional foreign principal acquired subsequently.*

1. Name and address of registrant <i>PARKISH AND COMPANY, INC. 1825 KEE ST. N.W., Suite 400 W28 Wj, D.C. 20006</i>	2. Registration No. <i>3179</i>
3. Name of foreign principal <i>MASA YARDS, INC.</i>	4. Principal address of foreign principal <i>New Helsinki Shipyard SF00151 Helsinki FINLAND</i>

5. Indicate whether your foreign principal is one of the following type:

☐ Foreign government

☐ Foreign political party

☒ Foreign or ☐ domestic organization: If either, check one of the following:

☐ Partnership

☐ Committee

☒ Corporation

☐ Voluntary group

☐ Association

☐ Other (specify) _____

☐ Individual—State his nationality _____

6. If the foreign principal is a foreign government, state:

N/A

a) Branch or agency represented by the registrant.

b) Name and title of official with whom registrant deals.

7. If the foreign principal is a foreign political party, state:

N/A

a) Principal address

b) Name and title of official with whom registrant deals.

c) Principal aim

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8. If the foreign principal is not a foreign government or a foreign political party,

a) State the nature of the business or activity of this foreign principal

ship building

b) Is this foreign principal

Owned by a foreign government, foreign political party, or other foreign principal Yes ☒ No ☐

Directed by a foreign government, foreign political party, or other foreign principal Yes ☒ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal Yes ☒ No ☐

Financed by a foreign government, foreign political party, or other foreign principal Yes ☒ No ☐

Subsidized in whole by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☒

Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes ☒ No ☐

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page may be used.)

To the best of registrant's knowledge and belief, the foreign principal has as its principal shareholder, Carnival Cruise Lines, believed to be a Panamanian Corporation with its offices in Miami, FLA. Some financing is provided to the client by a consortium of banks guaranteed, I believe, by the Finnish government. Also, the Finnish Government is expected to provide some direct subsidies in the future.

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

See 9 above

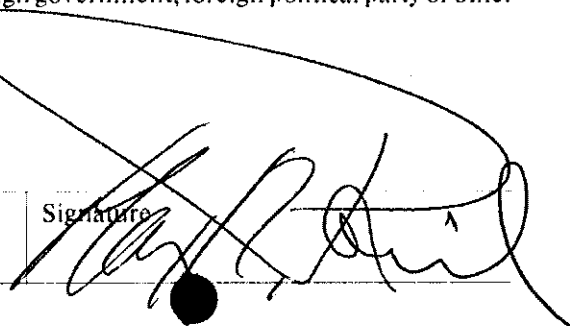
Date of Exhibit A

10/1/90

Name and Title

MAX R. PARRISH
PRESIDENT

Signature



INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. This form shall be filed in triplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

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Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

Name of Registrant	Name of Foreign Principal
PARRISH AND COMPANY, INC.	MASA YARDS, INC.

Check Appropriate Boxes:

1. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach three copies of the contract to this exhibit.
2. ☐ There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach three copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
3. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be received.

4. Describe fully the nature and method of performance of the above stated agreement or understanding.

Meetings with Congressional staffs and relevant officers of the Executive Branch relevant to US sales of Finnish icebreakers and maritime matters generally.

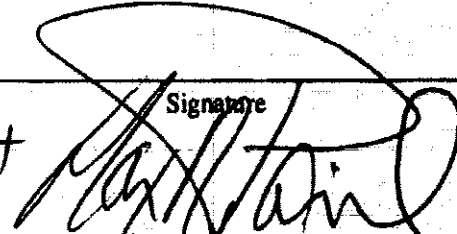
5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

See item 4.

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?¹
Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

See item 4.

Date of Exhibit/B	Name and Title	Signature
10/1/90	MAX. R. PARRISH President	

¹Political activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

CONSULTING AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of February 1990, by and between Masa Yards (MY), New Helsinki Shipyard, SF00151 Helsinki, FINLAND and PARRISH AND COMPANY, INC., 1825 Eye St., N.W., Suite 400, Washington, D.C. 20006 (hereinafter called "PCI" or "Representative"):

WITNESSETH

WHEREAS, it is the desire of MY to engage the services of PCI to engage the services of PCI to perform marketing and consulting services for MY as its representative in Washington, D.C.; and,

WHEREAS, it is the desire of PCI to consult with MY, its management and staff, and to undertake for MY services as its representative which are more specifically set forth herein;

NOW, THEREFORE, for and in consideration of the premises and covenants hereinafter set forth, the parties hereto mutually agree as follows:

1. Appointment of Representative. MY hereby agrees to retain Representative during the term hereinafter specified in a consulting capacity to MY to provide marketing and marketing support services in all areas that may provide opportunities for the marketing of MY's products and services. Representative's responsibilities shall be of the nature set forth in Exhibit A hereto, which is incorporated herein by reference; however, Representative hereby understands and agrees that it will perform, in addition to the duties and responsibilities set forth in Exhibit A, such other similar responsibilities, duties, or tasks as may be requested by MY management from time to time.

2. Acceptance of Appointment. Representative agrees to perform the services, responsibilities, and duties as contemplated herein, and agrees to devote its best efforts to marketing and marketing support services promoting MY products and services in the United States. Representative is not authorized to solicit or enter into or to execute any contract, commitment, or otherwise obligate MY in any manner whatsoever without prior written approval from MY.

3. Term and Termination. Subject to termination as hereinafter set forth, the respective duties and obligations of the parties hereinafter set forth, the respective duties and obligations of the parties hereto shall be for a period of one (1) year, commencing on the date of this Agreement as set forth above, and may be renewed for periods thereafter upon the mutual agreement of the parties hereto. This agreement shall terminate prior to the time set forth in the preceding sentence upon the happening of any one of the following:

(a) Liquidation of either company; or,

(b) The giving of 60 days written notice by MY to Representative of the termination of this agreement for "cause". The term "cause" as used herein with reference to the termination of Representative by MY shall mean any conduct of Representative as shall constitute a breach of the covenants, undertakings, and obligations of Representative hereinunder.

4. Compensation and Expenses.

4.1 My will compensate PCI, on a retainer basis, at the monthly rate of \$2,500.00 for 20 hours effort on behalf of MY. This rate will be adjusted annually for inflation. Hours above the figure established above will be billed at the rate of \$150 per hour.

4.2 Fees for professional services will be paid quarterly in advance.

4.3 My will reimburse PCI for reasonable out-of-pocket expenses incurred by PCI on behalf of MY. Such expenses will include travel, long distance telecommunications, and moderate business entertainment expenses. Reimbursement will be made quarterly upon submission of invoices by PCI.

4.4 The terms of this agreement shall not preclude the payment of commissions for various sales which may be agreed upon from time to time between the parties on an ad hoc basis.

5. Miscellaneous.

5.1 This agreement constitutes the entire understanding and agreement between the parties and supersedes all prior writings, negotiations and understandings. No modification or amendment to this Agreement shall have any effect unless set forth in writing and executed by the parties hereto.

5.2 The laws of Finland shall govern the interpretation, enforcement, and construction of this agreement.

5.3 Neither this agreement, nor any part thereof, shall be assigned by Representative without MY's written consent.

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5.4 This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns where permitted by this agreement.

5.5 Any notice required or permitted to be given under this agreement by one of the parties to the other shall be given by delivery in person, by registered mail, postage prepaid, or by telegram addressed to:

(a) As to Representative:

Parrish and Company, Inc.
1825 Eye St., N.W., Suite 400
Washington, D.C. 20006

(b) As to MY:

Masa Yards
New Helsinki Shipyard
SF00151 Helsinki
FINLAND

5.6 Should any portion of this agreement be judicially determined to be invalid, illegal or null and void, the remainder of the agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first written above.

MASA YARDS

By _____
Martin Saarikangas, President

PARRISH AND COMPANY, INC.

By _____
Max R. Parrish, President

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EXHIBIT A

DUTIES AND RESPONSIBILITIES OF REPRESENTATIVE

This description of duties and responsibilities for PCI is intended to outline a broad range of responsibilities and functions and potential responsibilities that may be associated with its fulfillment of the attached consulting agreement.

PCI shall become thoroughly knowledgeable of all MY products and services and shall devote its best efforts to marketing these products and services.

PCI will be responsible for keeping MY fully advised of all developments that may affect MY's business or potential business.

PCI will assist MY in recognizing and interpreting new developments that may affect its business and will implement continuing education programs for MY personnel in connection with new developments.

In performing the aforementioned services, functions and responsibilities, it is anticipated that PCI will work with government agencies, management of various companies, trade associations and other entities.

Functions described above intend to serve merely as examples of the type functions PCI is expected to perform. PCI shall be responsible to the management of MY and will perform these and other duties subject to management approval

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